

## EXHIBIT A

### PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

#### I. SCOPE OF WORK.

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of approximately **330** employees who will be occupants in the Embassy Buenos Aires. In addition, there are approximately **500-700** daily visitors to the consular/visa section. Those visitors do *NOT* have access to the cafeteria, but the licensee should plan to sell coffee, drinks and snacks to them from a kiosk in the visa waiting room. The licensee should also explore the idea of installing its own snack and beverage vending machines in the embassy building for after-hours use. The Licensor shall not be held responsible for any variation in the employee and visitor population figures. The extent of occupancy is not guaranteed.

#### II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located in the basement of the main embassy office building and consists of a dining room and a food preparation area. The dining room is approximately 120 square meters. The food preparation area consists of a kitchen, pantry, and lavatory. The food preparation area is approximately 85 sq. meters.

B. Seating. Seating is available for approximately 60 persons in the dining room.

C. Performance History/Business Potential:

1) Lunch and breakfast specials make up the greatest share of sales. The Embassy believes a varied menu serving food for both American and Argentine patrons will attract the largest clientele. At least two executive-style lunch options should be offered daily (one catered to Argentine taste/budget and one to American taste/budget).

2) The kiosk located inside the consular waiting area should be used to sell beverages, snacks and coffee to the daily visitors. Proposals should consider a cost-structure to maximize profit in this area (in comparison with the inside Embassy dining area).

3) Snack, coffee and beverage vending machines could be installed within the chancery and consulate premises and would be a real benefit to after-hours workers and consular visitors.

4) Many members of the embassy do a considerable amount of entertaining, using local restaurants to cater their functions. The cafeteria should be the main source of this catering, but it has not provided much in the way of this service in the past- an untapped source of increased business and income for the cafeteria operator.

5) The Embassy community is also interested in special order options for staff who would like to take home food either in the afternoons/evenings or before the weekends.

### **III. HOURS OF SERVICE**

A. Schedule. Service is required, but not limited to the hours from 7:00 AM to 1500, Monday through Friday. Vending Machines (if installed) should be available from Monday through Sunday from 00:00 hours to 24:00 hours. The Cafeteria will be closed on official Embassy holidays. Holiday schedule is shown in Exhibit C. Embassy Management reserves the right to adjust hours, as has been done historically during summer months (1/2 day on Fridays).

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Embassy to cater evening meals, weekend events, luncheons, and special events. It is the responsibility of the Licensee to make contacts with all sections within the embassy that requires catering services. All events held on the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

### **IV. RESPONSIBILITIES OF THE LICENSEE**

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. Dining facilities should leave a

favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

C. Menus.

(1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and Argentine business cafeterias. The Licensee shall plan and submit quarterly menus for the approval of the Licensor and then advertise approved weekly menus through the embassy's Community Liaison Office, in addition to posting of daily menus near the service counter. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer.

(2) The Licensor understands that the Licensee must adjust prices to keep pace with inflation. If the Licensee believes that a price increase is necessary, it shall notify the Licensing Officer in writing. This notification must be submitted at least fifteen (15) days before the requested effective date of the increase. This submission must include justification for the increase. The Licensee may submit the request for price adjustment using a percentage increase by menu category (entrees, vegetables, beverages, soups, desserts, etc.) or by listing individual items with the current price and the proposed new price.

(3) The Licensing Officer will review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

(a) If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions.

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits and vegetables, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, whichever is more frequent. The result of these exams will be given to the Embassy's Regional Medical Officer (RMO) for review. No employee may work in the Cafeteria without the RMO's approval.

- (a) Chest x-ray
- (b) Exam of:  
Mouth,  
Lungs,  
Skin.
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test

E. Personnel and Supervision.

(1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not entitled to any rights or benefits of the Licensor/Embassy.

(3) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the Embassy.

(4) The Licensee shall employ a full-time manager unless the Licensee is an individual.

(5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.

(6) The Licensee's employees shall be required to change their clothing in locker rooms and to maintain the room in a neat and clean condition.

- (7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.
- (8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.
- (9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.
- (10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.
- (11) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee, shall be turned in to the General Services office as lost and found items.
- (12) The Licensee hereby assumes absolute liability for any and all personal injuries and/or property damage suffered due to the negligence of the licensee's employee in the performance of the services required under this contract.
- (13) The Licensee hereby indemnifies and holds harmless the Government from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of any nature brought or recovered against the association or the contractor or its employees in the performance of the services required under this contract.
- (14) The Licensee agrees to fully comply with all provision of local law. The Licensee shall ensure that all employees assigned to work under this agreement are fully covered as to any and all employee benefits mandated by local law. These benefits may include, but are not limited to, retirement payments, severance or other termination of employment payments, work casualty insurance and disability insurance. Where required by local law, the licensee agrees to withhold personal income taxes and all other employment related taxes from the salaries and wages of all its employees assigned to the services described herein. The licensee shall deposit such withheld payments, with all necessary supporting documentation, with the proper local authorities.
- (15) Any requirement for one or both parties to this contract to register it with designated authorities to ensure compliance with such law or decree, the entire burden for such registration shall rest with the Licensee. Any local or other taxes which may be assessed against this contract shall be payable by the Licensee. The Licensee shall maintain and record relevant documentation of compliance with local law and payments to local authorities.
- (16) The Licensee shall maintain a separate and distinct set of accounts, records, documents and other evidence sufficient to identify and verify all costs incurred, as well as the receipt, use and disposition of all Embassy property provided to the licensee under this contract.

(17) The Embassy, through its designated representatives, shall have the right to examine, review and audit any and all records of accounts related to this contract. The licensee shall retain its books and records pertaining to this contract for a period of at least three years after the stated period of performance.

F. Trash Removal. The Licensee shall remove trash from the Cafeteria anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

G. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

H. Licensor Performed Repairs. The Licensor will perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer on the Embassy's standard form for all repair requests.

I. Cleaning and Janitorial Services.

(1) The Licensor shall provide all cleaning supplies and equipment. Supplies are requested through the Licensing Officer on the Embassy's expendable property request form.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Facilities Maintenance Officer the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Facilities Maintenance Manager may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Licensee shall use the following cleaning schedule. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Toilets: Clean and sanitize after each meal

Wash basins: clean and sanitize after each meal,  
and change hand towels after each meal.

Cold drink dispensers and ice cream machines:  
clean and sanitize daily.

Garbage: Remove after each meal.

Food Serving area: clean and sanitize after each meal.

Table cloths: replace after each meal.

(b) Kitchens

- (1) Daily and After each Meal:  
Food service preparation area: clean and sanitize after every meal.  
Cookers: Clean after each meal.  
Small appliances: clean and sanitize after each use.  
Pots and Pans: clean and sanitize after each use.  
Utensils: Clean and sanitize after each use.  
Crockery: Clean and sanitize after each use.
- (2) Daily Basis:  
Walls: Clean every second day.  
Refrigerator: Clean floors and shelves daily.  
Chillers: Clean and sanitize, floors daily.  
Freezers: Clean and sanitize floors daily.
- (3) Weekly:  
Windows: Clean weekly.  
Refrigerator sanitize weekly.  
Clean hoods and filters in kitchen.  
Freezers: Clean and sanitize shelves weekly.
- (4) Monthly:  
Exhaust system for cooker: check and clean at a minimum once each month.  
Freezers: Clean and sanitize walls once each month.  
Chillers: Clean and sanitize walls once each month.
- (5) Quarterly. Strip and wax all resilient tiles.
- (6) Semi-annually.  
Perform cleaning of exhaust pipes.  
Clean the tile walls in kitchen and dining areas.  
Clean all fans and ventilators.

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

J. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the

Guard office upon leaving the building. A key shall be available for emergency use only in the building security office.

K. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

L. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

M. Fire and civil defense drills. The Licensee shall notify the fire department in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

N. Billing Procedures: Patrons will pay in either Argentine Pesos or in Dollars. The Embassy will make no payments to the Licensee. Proposals can include a pre-paid plan and/or discounts for multiple purchases, but Embassy Management will not support a running tab/account program.

O. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Embassy is open to suggestions from the Licensee regarding additional equipment and supplies that could benefit the food service. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval and leave keys with the Marine Post.

(2) Flatware, China and Glassware Inventories: The Licensor provides flatware, china, and glassware sufficient for general food service. Once a quarter (every three months) on the first Saturday of the month, the Licensee shall provide an inventory of all Flatware, China and Glassware in the Cafeteria. Included in this inventory will be a listing of the Employees who took any of these items out of the Cafeteria. All paper and plastic items for take-away or disposable are the responsibility of the Licensee to provide.

V.. **RESPONSIBILITIES OF THE LICENSOR.**

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for *one year* the right to establish, manage, and operate a cafeteria in the American Embassy to prepare and sell food, nonalcoholic beverages and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance of gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

## **VI. RIGHTS AND AUTHORITY OF THE LICENSOR**

A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

B. Delegation. The Licensor reserves the right to delegate duties and responsibilities to the Cafeteria Committee to carry out the assigned duties as a representative of the Licensor.

## **VII. RESTRICTIONS**

- A. Equipment. Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.
- B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.
- C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays & Local Holidays.
- D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily.

**VIII. DEFINITIONS** The following definitions pertain to this Agreement.

- A. Embassy of the United States of America in Buenos Aires is interchangeable with "Licensor" and "The Embassy."
- B. Cafeteria Advisory Committee: A committee of Embassy employees formed to represent staff food service interests.
- C. Licensing Officer: "Licensing Officer" means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.
- E. Licensee: "Licensee" means the individual or company that has entered into an Agreement with the Embassy. "Offer" means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.
- F. RSO: Regional Security Office of the AMERICAN Embassy.
- G. GSO: General Services Office of the AMERICAN Embassy.
- H. \_\_\_\_\_RMO: Regional Medical Officer